

EXHIBIT 12
FILED UNDER SEAL

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO, LLC,)
Plaintiffs,)
- vs -) Case No.
UBER TECHNOLOGIES, INC.,) 3:17-cv-00939
OTTOMOTTO LLC; OTTO)
TRUCKING, LLC,)
Defendants.)

VIDEOTAPED DEPOSITION OF JOHN BARES,
a witness, called by the Plaintiff for examination,
in accordance with the Federal Rules of Civil
Procedure, taken by and before Tammie Elias, RPR and
Notary Public in and for the Commonwealth of
Pennsylvania, at the office of Reed Smith, 225 Fifth
Avenue, Suite 1200, Pittsburgh, Pennsylvania, on
Friday, June 16, 2017, commencing at 9:05 a.m.

JOB No. 2640097

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1	that --	02:16p
2	A. I think. Now --	02:16p
3	MR. BRILLE: Let him finish his	02:16p
4	question. It was about a half of a question.	02:16p
5	A. Sorry. Let you finish your question.	02:16p
6	BY MR. JUDAH:	02:16p
7	Q. So it was on that January 12th phone call that	02:16p
8	document began to be drafted by the Uber side?	02:16p
9	A. As far as I know. It is certainly conceivable	02:16p
10	that that document which consisted of like 12	02:17p
11	bullets might have been drafted by somebody	02:17p
12	that I don't know about in December, but I	02:17p
13	think it was done live in that first meeting.	02:17p
14	I looked at the date stamp on the document and	02:17p
15	it is January 12th, so I'm pretty sure it	02:17p
16	happened in that meeting.	02:17p
17	Q. You're saying that there were kind of separate	02:17p
18	bullets or separate requirements for a mid	02:17p
19	range long laser?	02:17p
20	A. Correct.	02:17p
21	Q. Did Uber's side say to Anthony Levandowski and	02:17p
22	Newco, we want a mid range laser, we want a	02:17p
23	long range laser and here's some requirement	02:17p
24	ideas we have or did the notion of supplying	02:17p
25	two lasers, a medium range laser and a long	02:17p

1 range laser, did that come from Newco side? 02:17p

2 MR. BRILLE: Objection to form. 02:17p

3 A. So Mr. Levandowski came to the table in 02:17p

4 December with long range because he was doing 02:18p

5 the [REDACTED] concept and that was our long 02:18p

6 range lasers for over-the-road vehicles, 02:18p

7 highway speed vehicles. When we started 02:18p

8 talking to him then and in that January 12th 02:18p

9 discussion, we started talking about our needs 02:18p

10 and it emerged in that discussion that we also 02:18p

11 his long range laser idea wouldn't be enough, 02:18p

12 we needed a mid range. 02:18p

13 BY MR. JUDAH: 02:18p

14 Q. So while you were talking to Mr. Levandowski 02:18p

15 that week of January 12th, you were aware that 02:18p

16 he still had access to confidential 02:18p

17 information at Waymo; correct? 02:18p

18 A. Sure. 02:19p

19 Q. Putting ethics aside, do you think it would be 02:19p

20 useful for someone trying to build a medium 02:19p

21 range Lidar for Uber to have a spare copy of 02:19p

22 Waymo's specifications for medium range Lidar 02:19p

23 handy to consult? 02:19p

24 MR. BRILLE: Objection to form. 02:19p

25 A. Of course. I mean they are eight years ahead, 02:19p

1 they had custom lasers. It would be useful to 02:19p
2 anybody to have that information, totally 02:19p
3 unethical and illegal, but certainly useful. 02:19p
4 BY MR. JUDAH: 02:19p
5 Q. And same question with respect to long range 02:19p
6 Lidar. Putting this aside, wouldn't it be 02:19p
7 useful for someone trying to build a long 02:19p
8 range Lidar for Uber to have a spare copy of 02:19p
9 Waymo's specifications for long range Lidar 02:19p
10 handy to consult? 02:19p
11 MR. BRILLE: Same objection. 02:19p
12 A. Sure. 02:19p
13 BY MR. JUDAH: 02:19p
14 Q. So -- 02:19p
15 A. And again unethical and illegal, but sure, why 02:20p
16 not. 02:20p
17 Q. Were you at all concerned that by having these 02:20p
18 discussions with Mr. Levandowski in January 02:20p
19 with requirements for a long range and a 02:20p
20 medium range laser and while you still had 02:20p
21 access to Waymo confidential information with 02:20p
22 their eight year head start, that there was 02:20p
23 any incentive for Mr. Levandowski to take back 02:20p
24 up copies of Waymo's specifications? 02:20p
25 MR. BRILLE: Objection to form. 02:20p

1 A. I never thought of it as an incentive. I 02:20p
2 thought of it more as a concern that I wanted 02:20p
3 to be sure that he didn't let any Waymo or 02:20p
4 other intellectual property, trade secrets, 02:20p
5 prior art, bleed into what he was building for 02:21p
6 us and that's why I mentioned it to him. 02:21p

7 BY MR. JUDAH: 02:21p

8 Q. What steps did Uber take to make sure that 02:21p
9 that didn't happen? 02:21p

10 A. So I brought it up with him. He offered that 02:21p
11 he would make it part of our contractual 02:21p
12 agreement, that he would I guess state or 02:21p
13 guarantee, not quite a legal term, but 02:21p
14 guarantee that the intellectual property that 02:21p
15 he would build for us would be free and clear 02:21p
16 of others confidential proprietary 02:21p
17 information. 02:21p

18 I then pushed and had -- we did a 02:21p
19 diligence review and I also I don't know if I 02:22p
20 caused, I'd like to think that I caused to 02:22p
21 have happen the bad acts document that was 02:22p
22 created. It maybe a standard document, I 02:22p
23 don't know because there wasn't one when they 02:22p
24 bought my piece. So anyway, we created a bad 02:22p
25 acts document and I edited through it and felt 02:22p

1 I declare under penalty of perjury
2 under the laws that the foregoing is
3 true and correct.

4
5 Executed on _____, 20____,
6 at _____, _____.

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10 _____
11 JOHN BARES

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